

1 BILL NO. S-82-07- 36

2 SPECIAL ORDINANCE NO. S- 141-820

3 AN ORDINANCE approving a contract  
4 with T-G Excavating, Inc. for the  
5 Water Pollution Control Department.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
7 FORT WAYNE, INDIANA:

8 SECTION 1. That a certain contract dated June 16,  
9 1982 between the City of Fort Wayne, by and through its Mayor  
10 and the Board of Public Works and T-G Excavating, Inc. for:

11 the Water Pollution Control Department contract  
12 No. 357-82, Berry/Beque Streets, Federal  
13 Emergency Management Agency Damage Survey  
14 Report No. 047070, 60 inch combination sewer  
15 repair project to correct an emergency  
16 situation,

17 for the total cost of Two Hundred Thirty Thousand Eight Hundred  
18 Fifty-Nine and 20/100 Dollars (\$230,859.20), all as more  
19 particularly set forth in said contract which is on file in  
20 the Office of the Board of Public Works and is by reference  
21 incorporated herein, made a part hereof, and is hereby in all  
22 things ratified, confirmed, and approved. Two copies of said  
23 contract are on file with the Office of the City Clerk and made  
24 available for public inspection, according to law.

25 SECTION 2. That this Ordinance shall be in full  
26 force and effect from and after its passage and any and all  
27 necessary approval by the Mayor.

28   
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns,  
seconded by Stier, and duly adopted, read the second time  
by title and referred to the Committee City Public (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 7-27-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns,  
seconded by Eisbart, and duly adopted, placed on its  
passage. PASSED (~~Lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<del>WILSON</del>	_____	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-10-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-141-82  
on the 10th day of August, 1982

ATTEST:  
Charles W. Westerman

(SEAL)  
Samuel J. Talarico  
PRESIDING OFFICER

CHARLES W. WESTERMAN - CITY CLERK

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 11th day of August, 1982, at the hour of  
11:30 o'clock A.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of August  
1982, at the hour of 10 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

CONTRACT NO. 357-1982  
Federal Emergency Management Agency Damage Survey

Report No. 047070

Board Order No. 29-82

Work Order No. 79034

THIS CONTRACT made and entered into in triplicate this 16<sup>th</sup> day of June, 1982, by and between T-G Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Berry Street at Begue Street 60" Combination Sewer Repair Project  
Resolution No. 357-1982

Pump out and clean out sewer to allow access to damaged area. Construct access shaft and then install 36" liner plate (60" diameter is not required since most of the flow has been diverted to a nearby 84" sewer). Restore asphalt pavement, curb, and sidewalks. Install new manhole to permit access for maintenance where sewer is reduced from 60" to 36". (Scope of work may be more extensive than anticipated.)

Said sewer is 60" in diameter, with all appurtenances to be repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11092, Sheet 1 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$230,859.20. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal as follows:

Contract No. 357-1982

Steel Sheetting	Nineteen and 26/100 dollars	19.26
Excavation	Seventy-four and 00/100 dollars	74.00
Stone Backfill	Twenty-three and 57/100 dollars	23.57
36" Liner Plate	Sixty-six and 46/100 dollars	66.46
City of Fort Wayne	Sixteen thousand eight hundred	
Type II-A Manhole	eighteen and no/100 dollars	16,818.00
14" Deep Strength Asphalt	Twenty-nine and 77/100 dollars	29.77
City of Fort Wayne Type III		
6" Curb	Eight and 60/100 dollars	8.60
6" Sidewalk	Twenty-one and 67/100 dollars	21.67
Grout (around liner plate)	Ninety-six and no/100 dollars	96.00
Sewer Cleaning (Bucket)	Twenty-seven and 37/100 dollars	27.37

### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978.

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne.

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 357-1982.
- B. Instructions to Bidders for Contract No. 357-1982.
- C. Contractor's Proposal Dated
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11092.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BILL NO. \_\_\_\_\_

S-82-07-36

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract with T-G Excavating, Inc. for the  
Water Pollution Control Department.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

*Paul M. Burns*  
*Mark E. Giaquinta*  
*James S. Stier*  
*Janet G. Bradbury*  
*Roy J. Schomburg*

8-10-82  
CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY

T-G EXCAVATING, INC.

BY: Thomas M. Stockamp, Pres.  
Thomas M. Stockamp, PresidentBY: George B. Merrill  
\_\_\_\_\_, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.  
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Robert A. Mouffler  
\_\_\_\_\_  
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey  
Stephen A. Bailey, ChairmanRoberta Anderson Staten  
Roberta Anderson Staten, MemberBetty Collins  
Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 1982.



# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That T. & G. Excavating, Inc., 5544 Huguenard Road,  
(Here insert the name and address or legal title of the Contractor)  
Fort Wayne, Indiana 46818  
 as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Works, City of Fort Wayne,  
City-County Building, 1 Main Street, Fort Wayne, Indiana 46801  
(Here insert the name and address or legal title of the Owner)  
 as Oblige, hereinafter called Owner,  
 in the amount of Two Hundred Thirty Thousand Eight Hundred Fifty Nine Dollars and twenty cent

Dollars (\$ 230,859.20.....), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated July 13, 1982, entered into a contract with Owner for Sewer Improvements-Resolution 357-1982,  
Berry and Begue Avenues- Combination Sewer Repair Project, Fort Wayne, IN.

in accordance with drawings and specifications prepared by City of Fort Wayne, Indiana

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

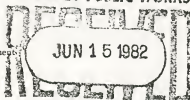
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 13th day of July A.D. 1982

In the presence of:

Harold R. Zimmer  
Virginia T. Axson  
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 By Duane E. Lupke  
Thos. M. Hochamp, Pres.  
James E. [Signature]  
 (SEAL)  
 Attorney-in-fact

BOARD OF PUBLIC WORKS



# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That T & G Excavating, Inc., 5544 Huguenard Road,  
(Here insert the name and address or legal title of the Contractor)

Fort Wayne, Indiana 46818

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Works, City of Fort Wayne,

City-County Building, 1 Main Street, Fort Wayne, Indiana 46801  
(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Two Hundred Thirty Thousand Eight Hundred Fifty Nine Dollars and twenty cen

Dollars (\$230,859.20), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated July 13, 1982, entered into a contract with Owner for Sewer Improvements-Resolution 357-1982, Berry and Beque Avenues- Combination Sewer Repair Project, Fort Wayne, IN.

in accordance with drawings and specifications prepared by City of Fort Wayne, Indiana

(Here insert full name, title and address)  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 13th day of July A.D. 82

In the presence of:

S. J. Helmsing

T. & G. Excavating, Inc. (SEAL)

Thurmond M. Stokemph Principal  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Virginia T. Axson  
Virginia T. Axson

By Duane E. Lupke (SEAL)  
Attorney-in-fact



# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

<b>NAME AND ADDRESS OF AGENCY</b>  Lupke-Rice Associates P.O. Box 10718 Fort Wayne, Indiana 46853	<b>COMPANIES AFFORDING COVERAGES</b>  COMPANY LETTER <b>A</b> American Employers Ins. Co. COMPANY LETTER <b>B</b> Commercial Union Ins. Co. COMPANY LETTER <b>C</b> Monroe Guaranty COMPANY LETTER <b>D</b> COMPANY LETTER <b>E</b>
<b>NAME AND ADDRESS OF INSURED</b>  T & G Excavating, Inc. Rex Terre, Inc. 5544 Huguenard Road Fort Wayne, Indiana 46808	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	<b>GENERAL LIABILITY</b>	CAP-AIW500621	3/1/83	BODILY INJURY	\$ 500	\$ 500
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 250	\$ 250
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD			PERSONAL INJURY		\$ 500
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
A	<b>AUTOMOBILE LIABILITY</b>	CAP-AIW500621	3/1/83	BODILY INJURY (EACH PERSON)	\$ 250	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$ 500	
	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$ 100	
	<input checked="" type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
C	<b>EXCESS LIABILITY</b>	CU-300694	3/1/83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000	\$ 2,000
	<input type="checkbox"/> UMBRELLA FORM					
B	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>	WC-CIH0388231	3/1/83	STATUTORY		
	<b>OTHER</b>				\$ 100	(EACH ACCIDENT)

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

For: All Operations of the Insured,  
 Job: Sewer Improvements Resolution 357-1982,  
 Berry and Begue Avenue, Fort Wayne, Indiana

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

### NAME AND ADDRESS OF CERTIFICATE HOLDER:

Board of Works,  
 City of Fort Wayne  
 City-County Building  
 1 Main Street  
 Fort Wayne, Indiana 46801

DATE ISSUED: June 14, 1982

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE  
 Lupke-Rice Associates

Power of Attorney

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

Sec. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Lowell K. Zelt, Virginia T. Axson, Stephen E. Stewart and Barbara J. Hause, all of Fort Wayne, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated, December 17, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of December, A.D. 1981.

## FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C. W. Robbins  
Assistant Secretary

By

C. W. Robbins  
Vice-President

STATE OF MARYLAND

CITY OF BALTIMORE

On this 22nd day of December, A.D. 1981, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1982

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 13th day of July, 1982.

W. C. Burt  
Assistant Secretary

3-2-82

TO ☒ REGION 5 FEDERAL EMERGENCY MANAGEMENT AGENCY

5. WORK ACCOMPLISHED BY

☒ CONTRACT  
☐ FORCE ACCOUNT

2. APPLICANT (State Agency, County, City, etc.)

City of Fort Wayne

PA NO.

7. WORK CATEGORY ("X" Applicable Box)

☐ EMERGENCY ☐ A ☐ B  
☒ PERMANENT ☐ C ☐ D ☐ E ☒ F ☐ G ☐ H ☐ I

DSR NO.

047070

6. PERCENTAGE OF WORK COMPLETED TO DATE  
0 %

8. DAMAGED FACILITIES (Location, Identification and description)

60" Brick sewer under Berry St. at Begues St.  
Depth - 32 ft.

8A. FACILITY IN OR AFFECTS FLOOD PLAIN OR WET LANDS

☐ YES ☒ NO

9. DESCRIPTION OF DAMAGE

10 ft. x 5 ft. cavity in Berry St. caused by apparent structural damage to 60" sewer.

10. SCOPE OF PROPOSED WORK

Pump out and clean out sewer to allow access to damaged area. Construct access shaft and then install 36" liner plate (60" <sup>drainage</sup> not required since most of the flow has been diverted to a nearby 84" sewer). Restore asphalt pavement, curb, and sidewalks. Install new manhole to permit access for maintenance where sewer is reduced from 60" to 36". Scope of work may be more extensive than anticipated.

11. ESTIMATED COST OF PROPOSED WORK

QUANTITY (a)	UNIT (b)	MATERIAL AND/OR DESCRIPTION (c)	UNIT PRICE (d)	COST (dollars) (e)
4,000	SF	Sheeting (Steel)	20.00	80,000
600	CY	Excavation	8.00	4,800
100	CY	Stone Backfill	14.00	1,400
300	LF	36" Liner Plate	500.00	150,000
1	Ea.	Manhole CFW Type IFA	6000.00	6,000
300	SF	Deep-strength Asphalt	50.00	15,000
200	LF	6" Curb CFW Type III	8.00	1,600
60	S.Y.	6" Sidewalk	15.00	900
200	C.Y.	Growth (around liner plate)	80.00	16,000
1000	L.F.	Sewer Cleaning (bucket)	15.00	15,000
		Subtotal		297,700
		Engineering & Inspection (7.5%)		21,877

12. EXISTING INSURANCE (Type)

AMOUNT

TOTAL ☒ \$ 319,577

13. RECOMMENDATION BY FEDERAL INSPECTOR (Signature, Agency, date)

David A. Schlegel, Corps of Engineers, 3 APR 82

ELIGIBLE  
☒ YES ☐ NO

ATTACHMENTS  
YES

14. CONCURRENCE IN REPORT BY STATE INSPECTOR (Signature, Agency, date)

Robert J. Scales, IND. DEPT. OF NATURAL RESOURCES, 3 APR 82

CONCUR  
☒ YES ☐ NO

ATTACHMENTS

15. CONCURRENCE IN REPORT BY LOCAL REPRESENTATIVE (Signature, Agency, date)

Charles Embury, City of Fort Wayne, 12 APR 82

CONCUR  
☒ YES ☐ NO

ATTACHMENTS

16. FEDERAL REVIEW (Signature, Agency, date)

FEMA REVIEW (Initials and date)





## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 7, 1982

The Common Council  
Fort Wayne, Indiana

SUBJECT: WPC Contract 357-82, Berry/Begue Streets  
FEMA Damage Survey Report #047070

Gentlemen and Mrs. Bradbury:

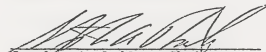
A cave-in at the corner of Berry and Begue Streets has resulted because of the 1982 Flood that we experienced. Since the initial Federal Emergency Management Agency Damage Survey Report was made, the cave-in has worsened. Therefore, the Board of Public Works respectfully requests a Prior Approval because the area of Berry and Begue Streets has deteriorated from a dormant situation to an emergency situation.


A special ordinance for formal approval will be submitted in the near future.

Sincerely,

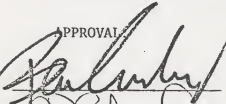
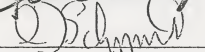
BOARD OF PUBLIC WORKS

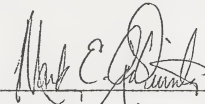
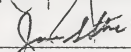
CITY OF FORT WAYNE

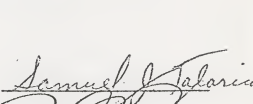

  
Stephen A. Bailey, Chairman

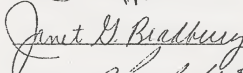
  
Win Moses, Jr., Mayor

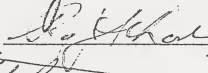
APPROVAL

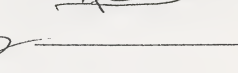
  



  








ATTEST:

  
Charles Westerman, City Clerk

sjh

attachment

TITLE OF ORDINANCE

WPC Contract 357-82 Berry/Begue St.

DEPARTMENT REQUESTING ORDINANCE

Board of Public Works

*S-82-07-36*

SYNOPSIS OF ORDINANCE

WPC Contract 357-82, Berry/Begue Streets, FEMA Damage

Survey Report #047070, 60" Combination Sewer Repair Project. T - G Excavating, Inc. awarded the contract. The WPC Contract will correct an emergency situation. Prior approval acquired and attached.

EFFECT OF PASSAGE

This contract will correct an emergency situation.

EFFECT OF NON-PASSAGE

The emergency will still exist.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) : \$230,859.20.

ASSIGNED TO COMMITTEE